PILOT BEAUTIFICATION GRANTING PROGRAM (BGP)

GUIDELINES



Applications Due by April 16, 2020 by 5:00 pm PST

1. PROGRAM GOALS

The City of Ventura pilot Beautification Granting Program (BGP), developed in 2019, is intended to help community groups and non-profit organizations complete projects that beautify the community. The BGP's total award funding is \$100,000 for fiscal year 2019-20. Funding will be awarded on a competitive basis with individual, **project-based** grants ranging from \$1,000 to \$10,000.

2. PROJECT EXAMPLES

Supported by Measure 0 funding, projects must meet the needs of our aging city, be on public property, and protect the health and safety of Ventura residents.

Project examples include:

- Community beautification projects (median plantings, mulching, etc.)
- · Neighborhood cleanups
- Beautification improvements & blight reduction (minor painting, fence repair, etc.)

3. PROGRAM INFORMATION

- BGP funding is restricted to project-based grants that support projects and not general operating expenses.
- Funding will be allocated based on community need, the number of City of San Buenaventura residents served, how closely the project aligns with City priorities, organizational and fiscal capacity, and receipt of other City funding, if applicable.
- Funding requests may not exceed the benefits provided to City of San Buenaventura residents.
- Applications will be reviewed by a panel consisting of a minimum of three to five community or commission members knowledgeable
 in the area of beautification projects and staffed by City staff, represented by Public Works, Community Development and Parks,
 Recreation and Community Partnerships. All grant awards are final.
- Funding will be in the form of reimbursement with receipts unless an alternate funding arrangement is approved in advance. Alternate funding arrangements will be determined on a case by case basis.

4. TIMELINE

Grant Guidelines Released	March 1, 2020
Grant Information Workshop	March 17, 2020
Applications Due	April 16, 2020 by 5 PM

Grant Panel Convenes	May 7, 2020
Award Notifications	May 18, 2020
Contracts & Grant Monies	June 15, 2020

5. ELIGIBILITY REQUIREMENTS

Organizations and community groups must:

- Attend the mandatory Grant Information Workshop on March 19, 2020 at 5:30-6:30 pm (City Hall Community Meeting Room, 501 Poli St).
- Consist of City of San Buenaventura residents
- Provide sweat equity labor equal to 25% of grant amount. Service hours and/or supplies must be verified through receipts and attendance sheets.
- Provide proof of tax-exempt status under 501(c)(3) of the Internal Revenue Code <u>OR</u> receive written support from an established City of Ventura Community Council Board.



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5. **ELIGIBILITY REQUIREMENTS** (CONTINUED)

- Be in compliance with all City codes, laws, and ordinances. These include following City processes and procedures for purchasing.
- Certify, by means of signature on the application, that they are not delinquent in repaying the City any debt, whether the debt arises from a tax bill, loan, lease, or other financial obligation. Organizations or community groups with a delinquent indebtedness to the City are ineligible to receive grant funds.
- Be in compliance with the Americans for Disabilities Act and operate so as not to discriminate on the basis of race, religion, gender, sexual orientation, age, national origin or disability.
- Submit invoices for reimbursement (as defined in the Grant Agreement with the City), Granting funds are dispersed through invoices only unless an alternate arrangement is approved in advanced.
- Prior to beginning the project, procure and maintain in full force and effect all of the insurance required by Exhibit A attached hereto.
 - An insurance policy that meets the above requirements may be purchased with grant funds via Alliant, the insurance broker used by the City, once grant awards have been determined. Please note: Alliant is an outside broker who determines whether or not they will insure a project and/or activity.

RESTRICTIONS & LIMITATIONS 6.

- Organizations and community groups that receive line item budgetary support from the City of San Buenaventura and/or are current recipients of Community Development Block Grant funds (CDBG) are not eligible to apply.
- Cultural programs which teach or involve participation in the arts are not eligible to apply; instead the Cultural Funding Grant Program is available.
- Organizations or programs whose primary functions include legislative programs intended to influence public opinion, political campaigns of candidates, public relations programs designed to influence public opinion, conduct of religious activities intended to indoctrinate individuals in or to carry out the intent or practice of religious beliefs are not eligible. If an agency operates under religious auspices, it must clearly distinguish between services of a health and welfare nature and those of a religious nature.
- Grant funds may not be used for the payment of any debt, debt interest or deficit reduction; commercial enterprises; fines and penalties; building or remodeling of facilities, furniture or fixtures; lobbying any public agency or office; out-of-state travel; hospitality or food costs; placement of grant funds into trust, endowment or contingency funds; expenses for projects that have already been completed.
- Projects cannot be currently pending Capital Improvement Projects.
- Project funds cannot pay for paid staffing, such as contractors or tradespeople, only supplies, and project materials.

7. **SAFETY AND WAIVERS**

By submitting an application, Grant Recipient agrees and assumes responsibility of ensuring all volunteer laborers use appropriate safety equipment, including, but not limited to, reflective vests, work boots, gloves and any other equipment to prevent injury. Grant Recipient further agrees to provide all volunteers with shade, sunscreen and water.

Prior to commencing the project, Grant Recipient will have each volunteer (or their parent/quardian) sign Volunteer Waivers on the form provided by the City. These waivers must be turned in to the City with all other receipts and records.

8. **INDEMNIFICATION**

By submitting an application, Grant Recipient agrees to indemnify, protect, defend with counsel acceptable to the City, and hold City and City's officers, employees, agents, and volunteers harmless and free from any and all claims, liabilities, or expenses, including attorney's fees, arising out of or relating to any negligent act, negligent omission, or wrongful conduct related in any way to Grant Recipient's performance of its services funded by the grant. In the event City and/or any of City's officers, employees, agents, or volunteers are named in any lawsuit, or should any claim be made against it or any of them by lawsuit or otherwise arising out of or relating to such negligent act, negligent omission, or wrongful conduct, Grant Recipient shall indemnify them for any judgment rendered against them for such negligent act, negligent omission, or wrongful act, any sums paid out in settlement or otherwise, and all costs incurred by them in their defense, including but not limited to attorney's fees.

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8. **INDEMNIFICATION** (CONTINUED)

Grant Recipient understands and agrees that while City or City's officers, employees, agents, or volunteers may elect to do so, they have no duty to review, inspect, monitor, or supervise the work performed by Grant Recipient. As a consequence, Grant Recipient waives any right of contribution against City or any of City's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by Grant Recipient that is funded by the grant.

GENERAL APPLICATION INSTRUCTIONS

- Applications must be typewritten in 12 point font or larger using the fillable PDF version of the application form. Only printed applications are allowed for submission. Each submission will be time and date stamped at room 226 only, City Hall.
- Staples, folders and/or notebooks should not be used; paperclips are acceptable.
- A cover letter is not required.

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Applic	cants must submit one original each of the following:
	Application with original signature
	Proposal narrative
	Itemized project budget
	Proof that organization is a 501 (c)(3) \overline{OR} letter of support for from an established City of Ventura Community Council Board with original signature
	List of governing body or project lead and team members
	Copy of City of Ventura Business License, if applicable

SUBMISSION OF DOCUMENTATION

City of Ventura - Parks & Recreation Dept. Attn: Beautification Grant Program, Suite 226 501 Poli Street, Ventura, CA 93002-0099

12. CONTACT

If you have any questions or need additional assistance, please contact:

Stacey Zarauza, Recreation Manager 805-654-7811 szarazua@cityofventura.ca.gov



ATTACHMENT A

GENERAL INSURANCE REQUIREMENTS

Prior to contract approval, <u>Grantee</u> must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

1. COVERAGE TYPES AND LIMITS

A) Commercial General Liability (ISO CGL CG 00 01) - including coverage for bodily injury, property damage, products & completed operations, and personal injury arising from the Grantee's activities.		
Commercial General Liability (CGL) per Occurrence \$1 million		
Commercial General Liability Aggregate or Combined Single Limit (CSL)	\$2 million	
B) Auto Liability for owned, hired, and non-owned vehicles per Occurrence (or non-owned & hired if Grantee has no autos).	\$1 million	
Auto Liability Aggregate or Combined Single Limit \$2 million		
C) Worker's Compensation with a Waiver of Subrogation in favor of the City Employer's Liability – applies grants given to organizations using employees (whether paid or volunteer)	Statutory Limits \$500,000	
D) Crime/Employee Dishonesty Policy – applies to grants in excess of \$5000.00 The Crime policy shall name The City of San Buenaventura as Loss Payee.	\$1 million	

2. INSURANCE POLICY PROVISIONS, ENDORSEMENTS, AND OTHER REQUIREMENTS

Grantee agrees to comply with the following additional requirements with respect to the insurance:

- a) Liability Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee, agent, or volunteer of City. As such, a Primary and Non-Contributory Endorsement (with coverage at least as broad as ISO CG 2001 04 13) is required on all liability policies.
- b) Grantee waives its right of subrogation against the City. As such, a Waiver of Subrogation Endorsement is required on the Grantee's Worker's Compensation policy.
- c) A "Blanket" Additional Insured Endorsement (a/k/a "automatic additional insured endorsement"), attached to the Commercial General Liability policy covering premises liability, ongoing operations, product liability, and completed operations is required. If a "Blanket" endorsement is not available, Grantee may submit a combination of the following endorsements:

An Additional Insured Endorsement covering Premises and Ongoing Operations CG 20 10 04 13 or its equivalent (CG 20 26, CG 20 33, or CG 20 38) AND an Additional Insured Endorsement covering Completed Operations CG 20 37 04 13.

- d) Insurance Policies must be issued by an insurance company licensed to do business in the State of California with an AM Best rating of not less than A:VII.
- e) Each insurance policy required above shall provide that coverage shall not be canceled except with 30 days' notice to the City.
- f) The Description section of the Certificate must include the following language:

The City of San Buenaventura, its officers, officials, agents, employees and volunteers shall be named as an additional insured under the General Liability and Auto Liability policies. All Liability policies are primary and Non-Contributory. Waiver of Subrogation applies to the Worker's Compensation policy. 30-day notice of cancellation will be provided to the Certificate Holder.



ATTACHMENT A

GENERAL INSURANCE REQUIREMENTS - CONTINUED

g) A Certificate of Insurance must include the following language in the Certificate Holder section:

City of San Buenaventura, its officers, officials, agents, employees and volunteers P 0 Box 99 Ventura, CA 93002

- h) Grantee will provide proof that policies of insurance required herein expiring during the term of this grant have been renewed or replaced with other policies providing at least the same coverage. Such proof will be submitted to the City within 10 days of renewal.
- Grantee shall provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance and any required endorsements evidencing all of the coverages required. Any failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this grant in no way waives any right or remedy of City or any other additional insured in this or any other regard.
- Coverage shall be written on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made" basis, Grantee shall continue to maintain the insurance in effect for a period of three (3) years after this grant expires or is terminated. Such insurance shall have the same coverage and limits as the policy that was in effect during the term of this grant, and shall cover Grantee for all claims made by City arising out of any errors or omissions of Grantee, or the officers, employees or agents of Grantee during the time this grant was in effect.
- Grantee shall provide immediate notice to City of any claim against Grantee or any loss involving Grantee that could result in City or any of City's officers, employees, agents, or volunteers being named as a defendant in any litigation arising out of such claim or loss. City shall not incur any obligation or liability by reason of the receipt of such notice. However, City shall have the right, but not the duty, to monitor the handling of any such claim or loss that is likely to involve City.
- In the event of any loss that is not insured due to the failure of Grantee to comply with these requirements, Grantee will be personally responsible for any and all losses, claims, suits, damages, defense obligations, and liability of any kind attributed to City, or City's officers, employees, agents, or volunteers as a result of such failure.

Please note:

- m) Automobile Liability insurance is not required if the Vendor and its employees does NO traveling in providing services for completion of the grant (e.g. telecommuting). If the Vendor has employees but no vehicles registered to the business (personal vehicles only), the non-owned and hired automobile liability coverage should be included in the Vendor's Commercial Auto Liability policy
- Workers Compensation insurance is not required if the Grantee is a sole proprietor/partner/corporate officer with no employees. Otherwise, Worker's Compensation is required under CA Labor Code Section 3700. A Worker's Compensation Insurance Waiver is required stating Grantee is a sole proprietor/partner/corporate officer with no employees. This waiver is to be included with the other submitted documents.



ATTACHMENT B

VOLUNTEER VENTURA! LIABILITY WAIVER

By signing this volunteer waiver, I agree to the following:

Project Name:

- I release, waive, discharge, and covenant on behalf of myself and my minor children not to sue the City of San Buenaventura
 ("City"), their elected and appointed officials, agents, volunteers, and employees ("Releasees") from all liability to me, or my minor
 children, for any loss or damage, and any claim or demands on account of personal or property injury or because of my, or my
 minor children's death, whether caused by Releasees' negligence or otherwise, while I, and my minor children, participate in the
 City of Ventura Volunteer! Program.
- 2. I further agree to defend, indemnify, and hold harmless the City and its officers, employees and agents, from and against any and all claims, suits, actions, liability judgment and expenses that may arise by reason of services I, or my minor children, provide as a volunteer or that are connected in any way therewith. I will pay all costs incident to any claim, including, without limitation, attorneys' fees.
- I expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- 4. I grant permission for the City to use my, or my minor children's image, filmed or photographed during volunteer activities, to promote its services and programs.
- 5. In case of serious injury, I give my permission for City personnel to seek any medical treatment should it become necessary.

I have read and voluntarily sign this release, waiver of liability, and indemnity agreement, and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

☐ Family (Fam	ily members	may complete one waiver.	All adults 18 and over m	nust sign waiver.)
al Number of Volunte	ers Participati	ing Today		
NT)		SIGNATURE	DATE	
NT)		SIGNATURE	DATE	
RESS CITY		ZIP	ZIP	
EMAIL ADDRESS (F	PLEASE PRINT LE	EGIBLY)		
OF EMERGENCY			CONTACT #	
a minor (under 18 year	s old):			
	AGE	CHILD'S NAME		AGE
	AGE	CHILD'S NAME		AGE
	INT) EMAIL ADDRESS (F	tal Number of Volunteers Participation INT) EMAIL ADDRESS (PLEASE PRINT LE E OF EMERGENCY a minor (under 18 years old): AGE	tal Number of Volunteers Participating Today INT) SIGNATURE CITY EMAIL ADDRESS (PLEASE PRINT LEGIBLY) E OF EMERGENCY a minor (under 18 years old): AGE CHILD'S NAME	INT) SIGNATURE DATE CITY EMAIL ADDRESS (PLEASE PRINT LEGIBLY) E OF EMERGENCY CONTACT # a minor (under 18 years old): AGE CHILD'S NAME

Date:

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PILOT BEAUTIFICATION GRANTING PROGRAM (BGP)





Application Rec	eipt Deadline: Thursday, April 16, 2020 by 5	:00 pm PST
APPLICANT NAME:		
MAILING ADDRESS:		
CITY:	STATE:	ZIP CODE:
PHONE NUMBER:	I	
EMAIL ADDRESS:		
NON-PROFIT OR COMMUNITY COUNCIL NAME:		
FEDERAL TAX ID #:		
CONTACT PERSON:	TITLE:	
PHONE NUMBER:	l	
EMAIL ADDRESS:		
WEBSITE ADDRESS:		
YEAR ORGANIZATION FOUNDED (IF APPLICABLE):		
ANNUAL BUDGET FOR LAST YEAR:	☐ FISCAL YEAR ☐	CALENDAR
Is your organization currently receiving line-ite		om the City of Ventura?
		\$
		\$
		\$
AMOUNT DEGLIFOTED EG	DD DEAUTIFICATION CDANT.	\$
	OR BEAUTIFICATION GRANT:	
Amount requested must be between \$1,000 an	d \$10,000	

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PROPOSAL NARRATIVE Please address the following criteria: **COMMUNITY NEED/IMPACT - (MAXIMUM 350 WORDS)** Please describe the proposed beautification project, including site location, and beautification impact to the area. Please attach a site map along with current photos of where the beautification project will occur.

PROPOSAL NARRATIVE (CONTINUED)				
2. BEAUTIFICATION IMPACT TO RESIDENTS - (MAXIMUM 350 WORDS)				
Describe how many City of Ventura residents will be impacted or served annually by this beautif	fication proj	ect?		
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PROPOSAL NARRATIVE (CONTINUED)				
3. ORGANIZATIONAL AND WORK PLAN - (MAXIMUM 300 WORDS)				
Describe your proposed project administrative and "sweat equity" structure, including numbers of staff and volunteers. Include work logistics and timeline with anticipated project start and completion date.				
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SAFETY AND WAIVERS:

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Prior to commencing the project, Grant Recipient will have each volunteer (or their parent/guardian) sign Volunteer Waivers on the form provided by the City. These waivers must be turned in to the City with all other receipts and records.

INDEMNIFICATION:

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Grant Recipient understands and agrees that while City or City's officers, employees, agents, or volunteers may elect to do so, they have no duty to review, inspect, monitor, or supervise the work performed by Grant Recipient. As a consequence, Grant Recipient waives any right of contribution against City or any of City's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by Grant Recipient that is funded by the grant.

supervise the work performed by Grant Recipient that is funded by the grant.		
CERTIFICATION:		
I VERIFY THAT ALL OF THE INFORMATION IN THIS GRANT APPLICATION I	S TRUE AND CORRECT, TO THE BEST OF MY KNOWLEDGE.	
SIGNATURE:	DATE:	
PRINT NAME:		
Application Receipt Deadline: Thursday, April 16, 2020 by 5:00 pm PST	Submit Application To: City of Ventura - Parks & Recreation Dept. Attn: Beautification Grant Program, Suite 226 501 Poli Street, Ventura, CA 93002-0099	
In compliance with the Americans with Disabilities Act, special needs ca	n be met by calling 805-658-4726 or through the California Relay Service.	
FOR OFFICE USE ONLY:		
APPLICATION RECEIVED ON:	PROCESSED BY:	
RECEIVED BY: MAIL IN-PERSON	APPLICATION COMPLETE: YES NO	
NOTES:		

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